

04-780

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF DEFENSE OF  
THE UNITED STATES OF AMERICA

AND

THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA

CONCERNING

THE EXCHANGE OF DEFENCE

PROFESSIONAL PERSONNEL

EFFECTIVE DATE 2 October 1991

## TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
	Table of Contents	i
1	Introduction	1
2	Selection of Candidates	3
3	Costs	6
4	Security	7
5	Technical and Administrative Matters	11
6	Status and Claims	15
7	Inventions and Technical Information	16
8	Conflict of Interest	19
9	Resolution of Disputes	20
10	Duration, Amendment and Termination	21

Annex A - Procedures for Administering the  
Exchange of Defence Professional  
Personnel

Annex B - Certification of Conditions and  
Responsibilities

## 1. INTRODUCTION

1.1 The Department of National Defence (DND) of Canada and the Department of Defense (DoD) of the United States, hereafter referred to as "The Participants" agree to provide on-site working assignments to selected scientists, engineers and logisticians, (hereafter referred to as Defence Professional Personnel), or other personnel as identified and mutually decided upon by the Participants. The work assignments are intended to promote and enhance existing relations between the Participants in order to offer Defence Professional Personnel, to the greatest extent possible, experience and know-how in their individual areas of expertise. This program will not include technical training nor is it to be used as a mechanism for obtaining technical data related to the design, development and manufacture of military systems. Exchange of Defence Professional Personnel under this Memorandum of Understanding (MOU) will be conducted on a reciprocal basis with the aim that, overall, the value to each Participant will be essentially equal. The exchange of personnel need not

be on a one for one basis, need not be for equal duration, nor must the technical disciplines of the personnel be the same.

1.2 The exchange program will be administered by Executive Agents. The Executive Agent for DND, is the Director Civilian Human Resource Planning for civilian personnel and J3 Support for military personnel; for DoD the Executive Agent is the Department of the Army.

## 2. SELECTION OF CANDIDATES

2.1 Participation in the exchange program is restricted to military officers and civilian employees of DND and DoD. Procedures for the administration of the exchange program are contained at Annex A.

2.2 The placement of each candidate nominated under this program is conditional upon the ability of the host Participant to provide work assignments commensurate with the purpose and scope of the program for a mutually agreed period.

2.3 Personnel selected for exchange duties should:

- a. be well versed in the practices and doctrines of their own department;
- b. meet the basic criteria established for the applicable exchange position through a combination of education, training, experience and ability;

- c. have a security clearance up to the level required for the applicable exchange position;
- d. have a good command of the language of the host Participant; selected candidates from DND must be proficient in English, and have a working knowledge of U.S. technical terms; although desired, selected candidates from DoD need not be proficient in French for the performance of their duties within DND, however should a particular position and/or job location require proficiency in French, DND will advise DoD of this requirement; and
- e. have at least four years experience in the area related to the position to which they are to be assigned.

2.4 To assist in the evaluation and selection of candidates, DND and DoD will provide resumes, areas of interest, and assignment objectives for each candidate, following the format of Enclosure 1 of Annex A, at least twelve months prior to the desired date of assignment.

It will be the responsibility of the host Participant Executive Agent to provide, within six months of the desired date of assignment, position descriptions for available assignments. The position description will follow the outline at Enclosure 2 of Annex A. Final selection of candidates, and their assignment to a position chosen by the host Participant, will be by mutual consent of the Participants.

2.5 The Defence Professional Personnel will not act in an official liaison capacity or as an official representative of their government while assigned to an exchange position, nor will they act as formal representatives of the host Participant or the facility to which they are assigned. They will perform functions only as described in the position description of the position to which they are assigned.

### 3. COSTS

3.1 Costs incurred as a result of the participation of Defence Professional Personnel under this MOU will be borne by the Participant of which that defence professional is a national ("sending Participant"), to the extent permitted by laws and regulations of the sending Participant. Except as provided in Section 3.2 below, the host Participant will not be responsible under this MOU for any of the expenses or costs of Defence Professional Personnel from the sending Participant.

3.2 Relocation, travel and per diem costs associated with travel performed in connection with assigned duties within the host country will be paid by the Participant requesting or directing such action.



#### 4. SECURITY

4.1 During the selection process, each Participant will inform the other of the level of security clearance required, if any, to permit candidates access to classified information. Access to classified information will be kept to the minimum required to accomplish the work assignment as determined by the host Participant based on the position description.

4.2 Each Participant will cause to be filed, through the Canadian Embassy in Washington, D.C., in the case of DND, and through the U.S. Embassy in Ottawa, in the case of the DoD, the appropriate security assurances for each selected candidate. The security assurances will be prepared and forwarded through prescribed channels in compliance with established host Participant visit procedures.

4.3 Defence Professional Personnel will at all times be required to comply with security laws, regulations and procedures of the host Participant. Any violation of security procedures by exchange personnel during their assignments will be reported to the sending Participant for appropriate action.

4.4 All classified items, plans, specifications, or other information to which exchange personnel participating in this program may have access will be subject to all provisions and safeguards provided for under the U.S./CA General Security Agreement, dated 30 January 1962, and the U.S. Canada Industrial Security Agreement, effective 8 February 1985.

4.5 Each Participant will ensure that exchange personnel are fully cognizant of applicable security laws and regulations concerning the protection of proprietary information (such as patents, copyrights, and trade secrets), classified information and other information to be disclosed under this program, and will take whatever measures are necessary to ensure that its exchange personnel observe these laws and regulations both during and after termination of an assignment. To ensure the protection of proprietary, classified, and other information disclosed under this program, both during and after termination of an assignment, each Participant will advise its exchange personnel of

applicable security regulations and statutes and will require such exchange personnel to sign the applicable certification at Annex B.

4.6 The data and information to be exchanged under this program, as well as access to facilities, equipment and sites will not extend to the release of RESTRICTED DATA or FORMERLY RESTRICTED DATA as defined in the U.S.

Atomic Energy Act of 1954 as amended; to communications security information; to information for which foreign dissemination has been prohibited in whole or in part; to information for which a special access authorization is required; or to information which has not been specifically authorized for release to the sending Participant of the exchange personnel under applicable disclosure policies of the Participant originating the information.

4.7 Each Participant will take all lawful steps available to it to ensure that information provided to its exchange personnel in confidence under this program is kept free from disclosure under any legislative provisions, unless the other Participant consents to such disclosure.

4.8 Unclassified information provided by either Participant to exchange personnel in confidence during the ordinary course of exchange activities under this program, and information produced by either Participant's exchange personnel pursuant to this program requiring confidentiality, will be safeguarded in a manner that ensures a degree of protection against disclosure equivalent to that required by the originating Participant.

4.9 To assist in providing the desired protection, each Participant will mark information furnished to the other's exchange personnel in confidence with a legend indicating the country of origin, the conditions of release, and the fact that the information relates to this program and that it is furnished in confidence.